

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-065
ANNUAL REQUIREMENTS FOR
WIRELESS NETWORK CONNECTION

DATE: April 22, 2004

CONTRACT PERIOD: April 14, 2004 thru April 13, 2005

CONTRACTOR: AxtellTech Wholesale, Inc.
403 Main
Axtell, NE 68924

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Carl J. Garaffa
Telephone No.: 308/743-2438
FAX No.: 308/743-2000
E-Mail Address: Carl@Axtelltech.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT AGREEMENT SIGNED AND DATED 4/14/04

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #70081
Dated: 04/14/04

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 17th day of March 2004, by and between Axtelltech Wholesale, Inc. hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Wireless Network Connection, as per Specification 04-065

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

in the amount of \$ 37,330.00

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

CONTRACT AGREEMENT

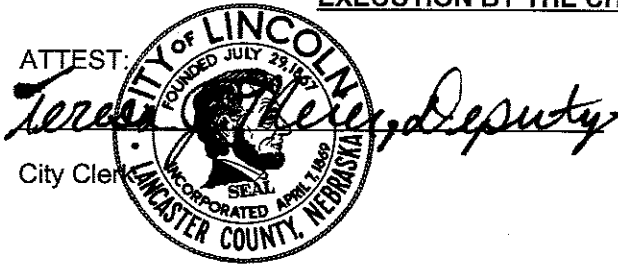
These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:



City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 70081
dated 4/14/04

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Axtelltech Wholesale, Inc.

Name of Corporation

405 Main Street, Axtell, NE 68924

(Address)

ATTEST:

Ellen Gray Garaffa (SEAL)
Secretary

By: Carl J. Axtell
Duly Authorized Official

CEO

Legal Title of Official

Axtell Tech Wholesale, Inc.

Name of Organization

Corporation

Type of Organization

403 MAIN AXTELL, NE 68924

(Address)

By: _____

Member

By: Carl J. Axtell

Member

CARL J. GARAFFA

Name

121 EAST 4TH ST AXTELL, NE 68924

Address

Carl J. Axtell

Signature

IF AN INDIVIDUAL:

	Item	Part #	Qty	UOM	Sale Price
LABOR COSTS					
	Installation Labor Man Hours		1	hour	\$ 60.00
	Tower Install Man Hours		1	hour	\$ 120.00
	Consultation Hours		1	hour	\$ 120.00
	Training Hours		1	hour	\$ 120.00
	Advanced programing		1	hour	\$ 120.00
	Site Survey		1	site	\$ 1,000.00
ACCOMODATIONS					
	2 employees per room		1	night	\$ 90.00
EQUIPMENT					
	BelAir Networks				
	BelAir200-01b	BN2A00010-A	1	ea	\$ 4,600.00
	BelAir200-10	BN2A00001-A	1	ea	\$ 5,100.00
	BelAir200-10b	BN2A00011-A	1	ea	\$ 5,950.00
	BelAir200-15	BN2A00101-A	1	ea	\$ 6,400.00
	BelAir200-15b	BN2A00111-A	1	ea	\$ 7,250.00
	BelAir200-20	BN2A00002-A	1	ea	\$ 6,450.00
	BelAir200-20b	BN2A00012-A	1	ea	\$ 7,300.00
	BelAir200-25	BN2A00102-A	1	ea	\$ 7,750.00
	BelAir-25b	BN2A00112-A	1	ea	\$ 8,650.00
	BelAir200-30	BN2A00003-A	1	ea	\$ 7,800.00
	BelAir200-30b	BN2A00013-A	1	ea	\$ 8,650.00
	BelAir200-35	BN2A00103-A	1	ea	\$ 9,100.00
	BelAir200-35b	BN2A00113-A	1	ea	\$ 9,950.00
	Pole/Wall bracket	BN2K00001-A	1	ea	\$ 150.00
	Battery	BN2S00001-A	1	ea	\$ 125.00
	Backhaul Antenna	BN2S00002-A	1	ea	\$ 145.00
	Side Panels (4)	BN2S00004-A	1	ea	\$ 40.00
	Access Antenna +22	BN2S00005-A	1	ea	\$ 85.00
	Access Antenna 0	BN2S00007-A	1	ea	\$ 85.00
	Access Antenna -22	BN2S00006-A	1	ea	\$ 85.00
	8Dbi / 2.4omni antenna	S2406BP12NF	1	pc	\$ 149.00
	Trango Broadband Solutions				
	Access5830 Access Point	M5830S-AP-60	1	ea	\$ 1,399.00
	Access5830 Dual Band Bridge	TLINK-10-EXT	1	ea	\$ 2,299.00
	with external antenna ports				
	Access5830 Dual Band Bridge	TLINK-10	1	ea	\$ 2,299.00
	with internal antennas				
	Access5830 Suscriber Unit	M5830S-SU-EXT	1	ea	\$ 919.00
	with external antenna ports				
	Access5830 Suscriber Unit	M5830S-SU	1	ea	\$ 919.00
	with internal antennas				
	Fox5300 Subscriber Unit	M5300S-FSU	1	ea	\$ 529.00
	Fox5800 Subscriber Unit	M5800S-FSU-D	1	ea	\$ 589.00
	for use with external reflector				
	Fox5800 Subscriber Unit	M5800S-FSU	1	ea	\$ 589.00
	Fox5800 18" DSS Style Ant.	AD5800-25	1	ea	\$ 129.00
	Trango 24dBi Flat Panel Ant.	AD5830-23-D	1	ea	\$ 429.00
	Trango Antenna LNA Feed	DF5830-1	1	ea	\$ 129.00
	Access Series RF Shielding Kit	SHLDKIT-1	1	ea	\$ 999.00
	Trango Spare Junction Box	JBOX-1	1	ea	\$ 42.00
	Access Series Power Supply	PSUPPLY-1	1	ea	\$ 29.00
	Serial Port Door Cover Kit	DOORCOV-4	1	ea	\$ 56.00
	Strain Relief Kit	STRELIEF-4	1	ea	\$ 27.00
	Universal Mounting Kit	UMOUNT-1	1	ea	\$ 27.00

	for Access5830 Radios			
Downtilt Mounting Kit	DNTLTKIT-1	1 ea	\$	119.00
	for Access5830 Radios			
Mounting V Brackets	UMOUNT-4	1 ea	\$	42.00
	for Access5830 Radios			
Access5830 36" Antenna Cable	CBL5830-1	1 ea	\$	56.00
Access Series Prog. Cable	CBLDAT-1	1 ea	\$	27.00
Wave Rider				
Wave Rider CCU	200-3035	1 ea	\$	3,565.00
frequency filter	550-100x	1 pc	\$	600.00
900MHz omni antenna	305-0116	1 pc	\$	1,559.00
Wave Rider end user modem	200-3072	1 ea	\$	779.00
900MHz omni antenna	305-0116	1 pc	\$	1,559.00
Rohn Tower				
50' Rohn Tower	SCL050TSBK	1 ea	\$	1,256.00
80' Rohn Tower	SCL080BSB	1 ea	\$	2,270.00
Concrete Base 50'		1 ea	\$	1,110.00
Concrete Base 80'		1 ea	\$	1,600.00
Antennas				
2ft Parabolic Dish Antenna, 5.8ghz	SP2-5.8NS	1 ea	\$	543.00
2ft Parabolic Antenna Radome Cover	RD2	1 ea	\$	225.00
Mobile Antenna, 2.4ghz	FB45T2400WA	1 ea	\$	79.00
Mobile Antenna, 900mhz	FB35T900WA	1 ea	\$	79.00
Cabling & Connectors				
LMR240, 1/4"	LMR240	1 ft	\$	0.43
LMR400, 3/8"	LMR400	1 ft	\$	0.59
LMR600, 1/2"	LMR600DB	1 ft	\$	1.19
LMR900, 5/8"	LMR900DB	1 ft	\$	3.56
N-Type Male End, LMR240	TC240NM	1 ea	\$	7.39
N-Type Male End, LMR400	EZ400NMH	1 ea	\$	8.25
N-Type Female End, LMR400	EZ400NF	1 ea	\$	14.75
N-Type Male End, LMR600	EZ600NMH	1 ea	\$	16.00
N-Type Female End, LMR600	EZ600NF	1 ea	\$	20.93
N-Type Male End, LMR900	EZ900NMC	1 ea	\$	43.10
N-Type Female End, LMR900	EZ900NFC	1 ea	\$	43.10
N-Type Male/N-Type Male Barrel Conn.	RFN10141	1 ea	\$	9.19
N-Type Female/N-Type Female Barrel Conn.	RFN10131	1 ea	\$	6.69
CAT-5e, Indoor/Outdoor, Double Shielded		1 ft	\$	0.55
Surge Arrestors				
900mhz Surge Arrestor	520-0005	1 ea	\$	99.00
2-3.5ghz Surge Arrestor	SF2000NFM	1 ea	\$	59.99
4.2-6.0ghz Surge Arrestor	LSX	1 ea	\$	91.50
Mobile Connectivity Equipment				
2.4ghz Wireless Card, 200mw	PCMCIAWISHP	1 ea	\$	11.00
with external antenna				
MMCX to N-Female Pigtail, 12"	MMCX-NF	1 ea	\$	27.00